

IN THE MATTER between **NTHC**, Applicant, and **BH**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a hearing before **Janice Laycock**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

BH

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 14, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	December 14, 2022

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against BH as the Respondent/Tenant was filed by the Rental Office November 2, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail on November 23, 2022.

The Applicant claimed the Respondent, a former tenant, had, at the end of their tenancy, rental arrears owing and was responsible for costs to repair tenant damages and cleaning. An order was sought for payment of rental arrears owing and to pay expenses related to repair of tenant damages and cleaning.

A hearing was held December 14, 2022 by teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received notice of the hearing on November 23, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on April 1, 2012, and continuing month to month. This tenancy agreement was terminated on September 29, 2022, when the Respondent vacated the rental premises. Their subsidized rent was \$365 in June 2022, and went to \$610 starting in July 2022.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this agreement was terminated on September 29, 2022.

Rental arrears

A lease balance statement with entries up to October 14, 2022 was provided as evidence with the filed application. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to this statement, after having a credit balance in May 2022 of \$50.61, and not paying any rent during June, July, August, and September 2022, the Respondent had rental arrears totalling \$2,124.39 at the end of their tenancy and this amount is still owing.

Tenant damages

The Applicant claimed \$3,475 for costs associated with repair of tenant damages and cleaning of the rental premises at the end of the tenancy that is still owing. The Applicant provided photographs, the entry and exit inspection report, a detailed list of actual expenditures to make the repairs, and invoice that was provided to the Respondent. The claim includes the following:

- \$198 to take items abandoned in the rental unit and deck to the dump - email was provided as evidence showing tenant had agreed to the Landlord disposing of the property;
- \$450 for cleaning;
- \$2,046 to remove wallpaper in living room, kitchen and bathroom; restore walls to original colour in living room, bathroom and bedroom #3; and patch and paint damaged walls in entrance, hallway, kitchen, bathroom and bedroom #3;
- \$132 to replace and install window screens in kitchen and bedroom #3;
- \$183 to replace and install electrical cover in living room, replace and install two sink stoppers in the kitchen, replace and install electrical socket and cover and doorstop in master bedroom, replace and install deadbolt on patio door in master bedroom; and
- \$466.40 Admin fees and GST

\$3,475.40 TOTAL

Based on the evidence and testimony of the Applicant, I am satisfied that the Respondent is responsible for the damages and the costs are reasonable. I find they owe \$3,475.40 for expenses to repair tenant damages and cleaning required at the end of their tenancy.

Security deposit

According to the statement provided as evidence by the Applicant, the Respondent's security deposit with interest is \$1,029.41. When this amount is applied against the rental arrears of \$2,124.39, owing at the end of the tenancy, the amount owing is now \$1,094.98.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$1,094.98 (p. 41(4)(a); and
- requiring the Respondent to pay expenses related to repair of tenant damages and cleaning in the amount of \$3,475.40 (p.42(3)(e) and p. 45(4)(d)).

Janice Laycock
Rental Officer